

REMARKS

In the Office Action mailed March 10, 2004, the Examiner noted that claims 1-28 were pending, objected to claim 11 and rejected claims 1-10 and 12-28. Claims 1, 6 11, 13, 14, 18 and 24 have been amended and, thus, in view of the forgoing claims 1-28 remain pending for reconsideration which is requested. No new matter has been added. The Examiner's rejections and objections are traversed below.

The Examiner has objected to the specification, which has been amended in consideration of the Examiner's comments. Withdrawal of the objection is requested.

In the Action on page 2, the Examiner objected to the drawings and the drawings have been amended in consideration of the Examiners comments. Substitute drawings been provided. Withdrawal of the objection is requested.

In the Office Action, on page 5 the Examiner objected to claim 11 and indicated that this claim would be allowable if rewritten in independent form. This claim has been so rewritten and it is submitted that these claims have not been narrowed and have the same scope as prior to being made independent and are now allowable. Withdrawal of the objection is requested.

Page 2 of the Office Action rejects claims 1-10 and 12-28 under 35 U.S.C. § 103 over Popa in view of Fredlund.

With respect to this application and the prior art it is important to note the difference in the meaning of the terms "gamut" and "resolution". An image color gamut is a definition of the range of colors that an image includes. For example, the color gamut of an image may only be two colors, black and white and shades of gray caused by blending these two colors. On the other hand the image color gamut may be more extensive and could include all of the colors that can be produced on a certain output device, such as a computer CRT. This would represent a limited but more extensive gamut than the black and white gamut mentioned previously. In other cases, an image color gamut could include all of the colors that could be perceived by a human observer, which would include colors outside of those that could be produced on any given output device. For example, figure 1 of the application shows that some colors that can be produced on a certain printer are outside the limited color gamut that can be produced on a certain monitor. Image resolution, in contrast, relates to the number of pixels, in both height and width, making up an image, rather than the range of colors that can be represented for any one pixel. The higher the resolution of an image, the greater its clarity and definition. These two image attributes (gamut and resolution) are entirely independent. For example, an image having

low-resolution can have an extended color gamut or an image having a higher resolution may have a limited color gamut. The present invention is directed at characteristics of an image "gamut" and Popa is directed at characteristics of image resolution, two distinctly different subjects. For this reason, it is submitted that the rejection should be withdrawn.

Popa is directed to providing different resolution images. As stated by Popa:

The versions of the image are stored such that when a low-resolution version of the image has been obtained, a high-resolution version can be obtained simply by downloading the difference between the two versions of the image.

(See Popa, Abstract)

Fredlund is being used by the Examiner to allegedly teach downloading and paying for image services.

In the Action, the Examiner particularly states that "Popa disclose a method ... representing the color digital image with a limited color digital image (low resolution digital image), and one or more associated residual image(s) representing a difference between the color digital image and the limited color digital image (the difference between a high resolution image and the original image)..." The Examiner then acknowledges that "Popa fails to teach that the color digital image is an extended color gamut digital image" and suggests that "It would have been obvious to one skilled in the art ... to consider the color digital image in Popa is the extended color gamut digital image since the image taught in Popa has similar limitation as in the one in the claimed invention."

First, the Examiner is requested to note that the present invention (see claims 1 and 24) clearly requires digital images with two color gamuts-an "extended color gamut digital image" and a "limited color gamut digital image" and that a residual image represents "a difference between the extended color gamut digital image and the limited color gamut digital image", that is, the gamut difference between the two images. This is fundamentally different than Popa where Popa discusses different resolutions. Fredlund adds nothing to Popa with respect to this issue. For this additional reason, it is submitted that the present invention distinguishes over Popa and Fredlund.

Assuming for arguments sake that Popa's method can be applied to an extended gamut image (such as a scanned photograph), Popa never forms a "limited color gamut digital image" but rather forms a limited resolution digital image with the same color gamut as the high-resolution input image. The Popa image would have less pixels whereas the present invention "limited color gamut" would have less color range. Therefore, there is a fundamental difference between any residual image formed using the method of Popa and the one formed using the

present invention. Again Fredlund adds nothing to Popa with respect to this issue. For this further reason, it is submitted that the present invention distinguishes over Popa and Fredlund.

The Examiner also suggests "it was commonly known in the art that the user has to pay before receiving a request for loading some information from the Network" and cites the Fredlund et al. patent. The idea of paying for information from the internet is not new, but the key here is a business process where free access is provided to the limited color gamut digital image, but where a payment is required to provide access ("to permit access" - claims 1 and 24) to the additional value associated with the extended gamut image. This extra value enables substantial image improvements. It is submitted that it would not be obvious to use this type of a business process for accessing this extended gamut residual image since that concept is novel in itself. Once again Fredlund adds nothing to Popa with respect to this issue. For this additional reason, it is submitted that the present invention distinguishes over Popa and Fredlund.

It is submitted that the invention of independent claims 1 and 24 distinguishes over the prior art and withdrawal of the rejection is requested.

The dependent claims depend from the above-discussed independent claims and are patentable over the prior art for the reasons discussed above. The dependent claims also recite additional features not taught or suggested by the prior art. For example, claim 7 emphasizes that the limited gamut is that of a particular device dependent color space. Nothing in the prior art teaches or suggests this. It is submitted that the dependent claims are independently patentable over the prior art.

It is submitted that claim 11 continues to be allowable. It is further submitted that the claims are not taught, disclosed or suggested by the prior art. The claims are therefore in a condition suitable for allowance. An early Notice of Allowance is requested.

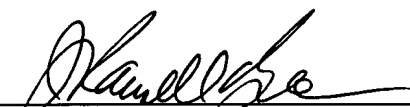
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If any further fees, other than and except for the issue fee, are necessary with respect to this paper, the U.S.P.T.O. is requested to obtain the same from deposit account number 19-3935.

Respectfully submitted,

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